



Supra Telecom & Information Systems, Inc.

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September 4, 1998

RECEIVED

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Patricia C. Wanner
Manager
BellSouth Interconnection Services
675 West Peachtree Street
Room 34S91
Atlanta, Georgia 30375

CC Docket No. 98 121

Dear Patricia,

In our conversation on August 5, 1998 I told you that under no circumstances could any discussion of adopting a new interconnection agreement be allowed to delay the completion of pricing the services that are not priced by our interconnection agreement. We originally asked for these prices on April 29, 1998 in anticipation of filing collocation applications in May.

Part of the physical collocation process requires that Supra provide BellSouth with trunking forecasts between our two companies, and between the Supra switches that we are deploying. I do not currently know my costs on these items, and requested this information back in April to make sure that I could properly design our network and analyze the costs of the various forms of available trunking prior to our planned submissions in May.

On May 21 we filed the collocation applications. At that time BellSouth presented Supra with a 92-point checklist that must be completed to turn up a new C-LEC switch, replacing the older, shorter list. Item number two on the list is to provide the trunking forecast. Our interconnection project manager at BellSouth, Wanda Godfrey insists that each step must be completed in sequence, i.e. no performing step three until step #2 is complete. We have since held two joint telephone planning conferences, each with over a dozen participants. Now these have come to a complete standstill due to the absence of our trunking plan.

Twice, Mr. Marcus Cathey has insisted on having trunking forecasts from Supra, only to learn that we could not deliver it, as we still did not have pricing from your department. On both occasions, Mr. Cathey promised that the pricing information would be forthcoming to Supra within the week. As Mr. Cathey stated that he had responsibility for your department, we had no reason to doubt these promises. Those two joint Interconnection planning conferences took

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place on June 4, 1998 and June 24, 1998 and we still do not have the pricing information.

During our August 5 phone conversation you asked me to inquire further within Supra to determine the status of the matter of adopting the MCI Interconnection Agreement. I have done so, and the matter stands pretty much where it did on August 5. Papers have been submitted to Supra, Supra's legal department is reviewing the situation, and a decision to act is pending.

This is the very reason that I emphasized that under no circumstances should this information regarding potential changes to the interconnection agreement selected by Supra delay the establishment of pricing for the items requested.

On the other hand, since August 5, Supra has filed Firm Order Commitments to BellSouth for physical collocation in 15 central offices, and paid a sum of over \$345,000 to do so. We are unable to proceed with this application, or our joint interconnection planning, because we do not, at this time, have trunking pricing from BellSouth, and BellSouth will not proceed until we submit forecasts, and firm orders for trunking.

At several points in this process you mentioned that BellSouth was waiting for the final prices from the Florida Public Service commission, rather than giving Supra interim prices that would soon have to be revised again. These statements were made on June 25, again in July, and on August 5 you stated that you now had these prices. However my research shows that the Florida Public Service Commission issued its final order on this issue, Docket numbers 96-0757, 96-0833, 96-0846 on April 29, 1998, THE VERY DAY I REQUESTED THIS AMENDED PRICING. Therefore there should have been no discussion of further delay waiting for final pricing from the FPSC on June 25!

To make matters worse, I discover that Supra's request for amended interconnection agreement is being delayed substantially compared to similar requests of other carriers. To the point, I refer to the amended Interconnection agreement identified as FPSC document number 05846 filed May 29, 1998 by Nancy White. This document is an amended interconnection agreement between BellSouth and MCI dated May 28 1998 covering amended pricing for various network elements listed in Supra's April 29 request. The FPSC ordered final rates on these elements on April 29. This document is glaring evidence that BellSouth has discriminated against Supra in this matter.

There can be no defensible reason why Supra was told on June 25 that BellSouth was waiting for final rates, if on May 28 MCI was awarded an amended interconnection agreement covering a majority of the items Supra is requesting prices on. This clearly constitutes unfair competitive tactics being used against SUPRA.

The Telecommunications Act of 1996 Section 252 (I) guarantees:

“252(I) AVAILABILITY TO OTHER TELECOMMUNICATIONS CARRIERS – A local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement.”

This clearly has not been honored in Supra's case; Supra is unable to purchase elements offered in the BellSouth – Supra Interconnection agreement. The first Report and Order of FCC Document 96-325 Section 15 Commission Responsibilities Under Section 252, paragraph 40 states:

Section 252(I) of the 1996 Act requires that incumbent LECs make available to any requesting telecommunications carrier any individual interconnection, service, or network element on the same terms and conditions as contained in any agreement approved under Section 252 to which they are a party. The Commission concludes that section 252(I) entitles all carriers with interconnection agreements to “most favored nation” status regardless of whether such a clause is in their agreement. Carriers may obtain any individual interconnection, service, or network under the same terms and conditions as contained in any publicly filed interconnection agreement without having to agree to the entire agreement. Additionally, carriers seeking interconnection, network elements, or services pursuant to the procedures for initial section 251 requests, but instead may obtain access to agreement provisions on an expedited basis.”

Supra has not received “most favored nation” status from BellSouth. Supra has not even received what the BellSouth – Supra Interconnection agreement promises. Supra's request has not been honored in spite of repeated complaints, formal complaint regarding the problem at joint interconnection meetings, by direct complaint to the office of Manager of Interconnection services, Mr. Pat Finlen, by direct complaint to the office of AVP, Interconnection Sales, Mr. Marcus Cathey, and by direct complaint to your office. MCI received an amended interconnection agreement filed with the Florida PSC in 29 days. Supra meanwhile still does not have an agreement, or even pricing to be used in the agreement, after 127 days. I personally find this action to be discriminatory against Supra Telecom.

FCC Document 96-325 speaks about such discrimination in Appendix B – Final Rules Section 51.809 (a)

“51.809 Availability of provisions of agreements to other telecommunications carriers under section 252(I) of the act.

- (a) An incumbent LEC shall make available without unreasonable delay to any requesting telecommunications carrier any individual interconnection, service, or network element arrangement contained in any agreement to which it is a party that is approved by a state commission pursuant to section 252 of the Act, upon the same rates, terms and conditions as those provided in the agreement. An incumbent LEC may not limit the availability of any individual interconnection, service, or network element only to those requesting carriers serving comparable class of subscribers or providing the same service (i.e., local, access, or Interexchange) as the original party to the agreement.**

Clearly, Supra has been forced to endure an “unreasonable delay” in our attempt to obtain what was so freely given to MCI in just 29 days. One must question the motivation of BellSouth in denying Supra what they have given MCI.

We have been repeatedly reminded of the high cost to BellSouth to supply Supra with Interconnection and Collocation for each central office. Since Supra is deploying switches in 15 BellSouth central offices, this expense is compounded. The lack of pricing on these elements has meant an end to joint planning meetings between BellSouth and Supra for the last 60 days. One must seriously question BellSouth’s motives in delaying this process in a manner that raises BellSouth’s costs. We must also question BellSouth’s motives in light of the fact that the AVP of Interconnection, Mr. Marcus Cathey has twice promised that this issue would be resolved “by the end of the week”, and yet it remains unresolved 60 days since the most recent promise.

As an engineer for the last 25 years, I find it abhorrent to design something without knowing the cost of my components. I feel that BellSouth has intentionally created this Catch-22 situation to delay the deployment of Supra’s switches, and as such have referred your letter of August 26 and the entire situation to our legal department for action. I think that after four or five broken promises on the dates that we would receive this information, that this is not an unreasonable action on my part.

The Federal government has granted all CLECs access to the elements we have requested pricing on. According to CFR 47 part 51.319(d)(1)(I) through 51.319(d)(2)(iii)

“(d)(1) Interoffice transmission facilities include:

- (i) Dedicated transport, defined as incumbent LEC transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by incumbent LECs or requesting telecommunications carriers, or between switches owned by incumbent LECs or requesting telecommunications carriers.**

- (ii) **Shared transport defined as transmission facilities shared by more than one carrier, including the incumbent LEC, between end office switches, between end office switches and tandem switches, and between tandem switches, in the incumbent LEC network;**
- (2) **The incumbent LEC shall:**
 - (i) **Provide a requesting telecommunications carrier exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or use of the features, functions and capabilities of interoffice transmission facilities shared by more than one customer or carrier;**
 - (ii) **Provide all technically feasible transmission facilities, features, functions, and capabilities that the requesting telecommunications carrier could use to provide telecommunications services;**
 - (iii) **Permit, to the extent technically feasible, a requesting telecommunications carrier to connect such interoffice facilities to equipment designated by the requesting telecommunications carrier, including, but not limited to, the requesting telecommunications carrier's collocated facilities; and**
 - (iv) **Permit, to the extent technically feasible, a requesting telecommunications carrier to obtain the functionality provided by the incumbent LEC's digital cross-connect system in the same manner that the incumbent LEC provides such functionality to Interexchange carriers"**

Also by the Telecommunications Act of 1996 section 273(e)(3):

"273(e)(3) NETWORK PLANNING AND DESIGN - A Bell operating company shall, to the extent consistent with the antitrust laws, engage in joint network planning and design with the local exchange carriers operating in the same area of interest. No participant in such planning shall be allowed to delay the introduction of new technology or the deployment of facilities to provide telecommunications services, and agreement with such other carriers shall not be required as a prerequisite for such introduction or deployment."

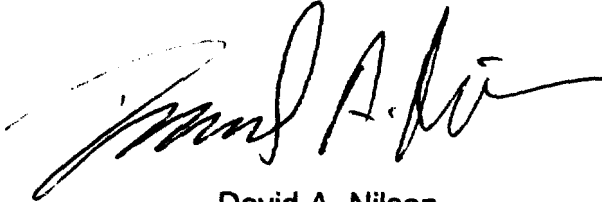
By failing to supply Supra pricing on these issues, BellSouth is quite effectively preventing Supra from purchasing these items, as the BellSouth LCSC apparently cannot enter orders for these items without pricing. Such failure is no less damaging to Supra than outright refusal to supply these items would be, and is just as effective in disrupting our business. Supra is unable to interconnect its Class 5 switches, and deploy a number of new technologies including xDSL until this matter is resolved. As such, BellSouth is improperly denying Supra our rights as guaranteed above.

I wish to re-emphasize that Supra is currently in the process of physically collocating equipment in 15 BellSouth Central offices. We have paid substantial monies to apply for and issue Firm Orders for these offices. **BellSouth is blocking us from proceeding until we can provide trunking forecasts and**

firm orders. I cannot properly design and evaluate the various options available for said trunking because I do not know what BellSouth intends to charge me for these trunks in certain capacities. Our intention to adopt another interconnection agreement is moot as I insisted on August 5 that it not be used as an effort to delay the pricing information that I had originally requested on April 29. Additionally I find that a substantial portion of the information requested on April 29 is also missing from the MCI agreement, although its availability is provided for by the agreement. As such, if Supra adopts said agreement, **WE WOULD STILL NEED THE PRICES OF THESE SERVICES FROM BELL SOUTH.**

Do not incur any further delay and submit the pricing I requested on April 29, 1998.

Thank You

A handwritten signature in black ink, appearing to read "David A. Nilson", with a stylized flourish at the end.

David A. Nilson
VP, Systems Design and Interconnection

cc.

Governor Lawton Chiles, Governor of Florida
Senator Connie Mack, United States Senate
Hon. Carrie Meek, United States Congress
Hon. Joel I. Klein, United States, Asst. Attorney General
Chairman William Kennard, FCC
Mr. Don Russell, Chief, Telecommunications Task Force, DOJ
Ms. Dorothy Attwood, Chief, Enforcement Division, FCC
Hon. Bob Butterworth, State Attorney General
Mr. Walter D'Haeseleer, Director, The Florida Public Service Commission
Ms. Sally Simmons, The Florida Public Service Commission
Mr. Wayne Stavanja, The Florida Public Service Commission
Mr. Marcus Cathey, BellSouth Sales, AVP, Interconnection Sales
Mr. Pat Finlen, Manager Interconnection Sales, BellSouth
Ms. Nancy White, Assistant General Counsel, BellSouth



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04/29/98

Pat Finlen
Manager – Interconnection Services
BellSouth Telecommunications
Room 34S91 BellSouth Center
675 West Peachtree Street NE
Atlanta Georgia, 30375

Sir

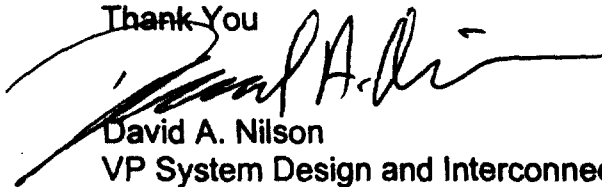
On recent review of our interconnection agreement with Bell South we notice that a number of elements, particularly UNE's, have not been specifically priced by our contract. We desire to amend the contract to cover these items as listed below. As we understand that the loop pricing referenced in Attachment is SL2 only, we would like to have the pricing for both SL1 and SL2 included this time.

- Section 3 – Unbundled 2 wire SL1 Loop
- Section 3 – Unbundled 2 wire ADSL Loop
- Section 3 – Unbundled 2 and 4 wire HDLC Loop
- Section 3 – Unbundled 4 wire 56K / 64K Loop
- Section 3 – Unbundled DS3 Loop
- Section 3.2.6 – Unbundled digital SL1 loops per this section
- Section 5 – Unbundled Network Interface Device Access
- Section 7 – Unbundled Network Terminating Wire
- Section 8 – Unbundled SubLoop
- Section 12 – Unbundled Inter Office Transport
 - ◆ Each avail bandwidth
 - Shared
 - Dedicated
 - Tandem
- Section 14,15,16 – Unbundled SS7 Signaling [Attachment 11 does not include both link types]
 - ◆ Unbundled A Links
 - ◆ Unbundled D Links

- Unbundled STP access[Attachment 11 does not specify link type, or include both link types]
 - ◆ By link type
- Unbundled SCP access[Attachment 11 does not specify pricing]
 - ◆ By link type
- Section 16 – Unbundled Signaling database access
- Section 17 – Unbundled Dark Fiber [Attachment 11 does not specify pricing for FL, LA, NC]
- Section 18 – SS7 Network Interconnection
 - ◆ Unbundled elements not covered by Section 14,15,16.

While this information is provided in some states, some elements are not provided in any state, and none of these elements is provided in Florida. Please provide missing information for each state, with a priority on missing data for Florida.

Thank You



David A. Nilson
VP System Design and Interconnection



Supra Telecom & Information Systems, Inc.

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June 5, 1998

Pat Finlen
Manager – Interconnection Services
BellSouth Telecommunications
Room 34S91 BellSouth Center
675 West Peachtree Street NE
Atlanta Georgia, 30375

Dear Mr. Finlen

This is a follow-up to my original letter dated April 29, 1998 and several subsequent phone calls regarding pricing for elements covered by our contract for which pricing has not yet been provided. I had expected your answer in just a few days from our last telephone conversation, as you promised. You had promised this for Thursday the 7th of May, and you must see that your reply is now a full month late beyond your original promise. Since then subsequent voice mail from me to you has not been answered.

This delay is causing me serious problems. As you may be aware we are currently under application to BellSouth for physical collocation in 17 central offices. A number of the issues we requested pricing on are key issues in simulation and modeling of our network and its cost structure. It becomes very difficult to decide upon the construction of network trunking, distribution and product pricing, when one or more elements of the system remain un-priced.

We are extremely disappointed with this delay. Please conclude this pricing immediately, as I understand from our previous conversations that there will need to be negotiation issues around these amendments that will cause me further intolerable delays.

Additionally we have identified some fundamental elements that were left out of the interconnection agreement that need to be priced and added to the agreement. I request that we receive pricing on these elements in a fashion that will not further delay the pricing of our earlier request. Perhaps you can add these few items and get the whole lot out to me by Tuesday, June 9 1998?

BellSouth Interconnection Services

675 West Peachtree Street
Room 34S91
Atlanta, Georgia 30375

Patricia C. Wanner
(404) 927-1245
Fax: (404) 529-7839

August 26, 1998

Mr. David A. Nilson
VP System Design and Interconnection
Supra Telecom & Information Systems, Inc.
2620 SW 27th Avenue
Miami, FL 33133-3001

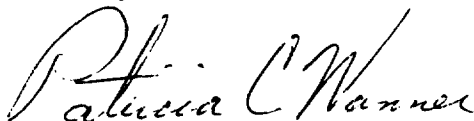
Dear Mr. Nilson:

In reviewing my files, I show that our last conversation regarding an amendment to the Supra Telecom/BellSouth Interconnection Agreement for rates took place on August 5, 1998. At that time I informed you that our Legal Department had advised me that discussions were underway with Legal Counsel for Supra regarding adoption of an existing Interconnection Agreement between BellSouth and another Competitive Local Exchange Company.

You stated that you were going to inquire further within Supra to determine the status of this matter. To date, we have not pursued further the question of amending Supra's contract. Accordingly, I will continue to hold the Interconnection Agreement amendment in abeyance until I hear from you as to the direction Supra wishes to pursue.

Please call me should you have any questions or comments or desire to pursue an amendment of your Interconnection Agreement.

Sincerely,

A handwritten signature in cursive script that reads "Patricia C. Wanner".

Patricia C. Wanner
Manager

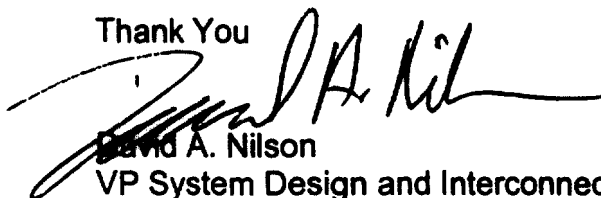
cc: Jerry Hendrix
Pat Finlen

I don't list a section number with these items, as I am not currently clear whether BellSouth considers these elements under unbundled switching or unbundled signaling. Would you clarify that issue for me?
Additional items to be priced for SUPRA's interconnection agreement:

- Unbundled SMDI signaling
- Unbundled ESMDI signaling
- Unbundled ISVM signaling

I encourage you to get this additional pricing to me along with my previous requests as soon as humanly possible as we have already begun the process of collocation and trunking interconnection planning with BellSouth with planned weekly meetings. Not having this information has already caused some issues to be tabled until later and is costing both of our companies unnecessarily.

Thank You

A handwritten signature in black ink, appearing to read "David A. Nilson", written over the printed name.

David A. Nilson

VP System Design and Interconnection

cc. Kayode Ramos, CEO SUPRA Telecom
Mary-Rose Sirianni, Florida Public Service Commission